

S:\FILES\5284\_POHANG\_SENATOR\5284COMP.DOC

KENNEDY LILLIS SCHMIDT & ENGLISH  
 Charles E. Schmidt (CS8669)  
 75 Maiden Lane, Suite 402  
 New York, New York 10038-4816  
 Telephone: 212-430-0800  
 Telecopier: 212-430-0810  
 Attorneys for PLAINTIFF

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

JÜRGEN FUCHS GMBH & CO KG,	)	
	)	
Plaintiff,	)	08 CV 01338 (GEL)
	)	
- v. -	)	
	)	COMPLAINT
HANJIN SHIPPING CO., LTD. and POHANG	)	
SCHIFFAHRTS, <i>in personam</i> , and MV	)	
POHANG SENATOR, her engines tackle	)	ECF CASE
apparel, etc., <i>in rem</i> ,	)	
	)	
Defendant.	)	
	)	

Plaintiff by its attorneys, Kennedy Lillis Schmidt & English, alleges upon information and belief, as follows:

FIRST: All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At and during all the times hereinafter mentioned plaintiff had and now has the legal status and principal office and place of business stated in Schedules A, hereto annexed and by this reference made a part hereof.

THIRD: At and during all the time hereinafter mentioned defendants had and now have the legal status and office and place of business stated in Schedules A, and were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel above named as common carriers of merchandise by water for hire.

FOURTH: At and during all the times hereinafter mentioned, the said vessel was and now is a general ship employed in the common carriage of merchandise by water for hire, and now is or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the port of shipment stated in Schedules A. there was shipped by the shipper therein named and delivered to defendants and the said vessel, as common carriers, the shipment described in Schedule A then being in good order and condition, and defendants and the said vessel then and there accepted said shipment so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to the port of destination stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignee in Schedule A.

SIXTH: Thereafter, the said vessel arrived at the port of destination, where it and defendants failed to make delivery of the shipment described in Schedule A in the same good order and condition as when shipped, all in violation of defendants' and the said vessel's obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiff is the the shipper or owner of the shipments described in Schedule A and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: By reason of the premises, plaintiff has sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$18,829.20.

WHEREFORE, plaintiff prays:

1. That process in due form of law issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if defendants cannot be found within this District, then all their property within this District as shall be described in Schedule A, be attached in the sum of \$18,829.20,

with interest thereon and costs, the sum sued for in this complaint;

3. That judgment be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of plaintiffs for their damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefor; and

5. That this Court grant to plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York  
February 11, 2008

KENNEDY LILLIS SCHMIDT & ENGLISH  
Attorneys for PLAINTIFF

By: /s/

Charles E. Schmidt (CS8669)  
75 Maiden Lane - Suite 402  
New York, New York 10038-4816  
Telephone: 212-430-0800

SCHEDULE A

PLAINTIFF'S LEGAL STATUS

Plaintiff, JÜRGEN FUCHS GMBH & CO KG, is a corporation or other business entity organized and existing under, and by virtue of, the laws of Germany with an office for the transaction of business at Altenhoferweg 29, Oberursel, Germany.

PLAINTIFF'S LEGAL STATUS

Plaintiff, HANJIN SHIPPING CO., LTD., is a corporation or other business entity organized and existing under, and by virtue of, the laws of the Republic of Korea, with an office for the transaction of business at Hanjin Shipping Bldg. 5th Floor, 25-11, Yoido Youngdeungpo-Ku, Seoul, 150-878, Korea.

DEFENDANT'S LEGAL STATUS

Defendant, POHANG SCHIFFAHRTS, is a corporation or other business entity organized and existing under, and by virtue of, the laws of Germany, the location of whose office for the transaction of business is presently unknown to the plaintiff, and was at all relevant times the registered owner of the MV POHANG SENATOR.

DEFENDANT'S LEGAL STATUS

Defendant M/V POHANG SENATOR was the carrying vessel of the cargo set forth in, and pursuant to, a contract of carriage

as described below; at all relevant times, the said vessel was and is owned by POHANG SCHIFFAHRTS.

PARTICULARS OF CLAIM

Vessel: M/V POHANG SENATOR

Voyage: 0044W

Place of Acceptance: NEW YORK, NY

Port of Loading: NEW YORK, NY

Port of Discharge: HONG KONG

Place of Delivery HONG KONG

Bill of Lading: HJSCNYCA03289502

Issue Date of Bill of Lading: JANUARY 22 2007

Shipper: DOLPHIN SHIPPING & TRADING INC. C/O  
JÜRGEN FUCHS GMBH & CO KG

Consignee: MAXIM'S CATERERS LIMITED

Notify Party: SAME AS CONSIGNEE

Cargo: FRESH EGGS

Nature of Loss: DAMAGE APPARENTLY DUE TEMPERATURE EXCURSION

Amount of Loss: \$18,829.20

Kennedy Lillis Schmidt & English Reference: 5284